

Solicitation DOT8607DWB

Sponsor-A-Highway

State of Utah



State of Utah

## Bid DOT8607DWB Sponsor-A-Highway

Bid Number	DOT8607DWB
Bid Title	Sponsor-A-Highway
Bid Start Date	Dec 27, 2007 7:25:50 AM MST
Bid End Date	Jan 30, 2008 11:00:00 AM MST
Question & Answer End Date	Jan 29, 2008 11:00:00 AM MST
Bid Contact	David W Bryan Purchasing Agent II Transportation 801-965-4178 dbryan@utah.gov
Contract Duration	2 years
Contract Renewal	5 annual renewals
Prices Good for	See Specifications
Bid Comments	Please review Specification in detail, thanks.

### Item Response Form

Item	DOT8607DWB-1-01 - Sponsor-A-Highway
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	State of Utah <u>No Location Specified</u>
	Qty 1
Description	
Reference	attached specification, thanks.

**STATE OF UTAH | DIVISION OF PURCHASING**  
3150 State Office Building, Salt Lake City, Utah 84114-1061 Telephone (801) 538-3026, Fax (801) 538-3882

**PURCHASE ORDER CONTRACT: TERMS AND CONDITIONS**

ACCEPTANCE OF THIS PURCHASE ORDER BINDS THE CONTRACTOR TO ALL THESE TERMS AND CONDITIONS AND ALL THE TERMS, CONDITIONS AND PROVISIONS INCLUDED IN THE SOLICITATION THE DIVISION OF PURCHASING OFFERED RELATING TO THIS PURCHASE ORDER.

1. **AUTHORITY:** Provisions of this Purchase Order are pursuant to the authority set forth in the Utah Procurement Code, 63-56, Utah Code Annotated (U.C.A.) 1953, as amended, and the Utah State Procurement Rules and Regulations. Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Purchase Order shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Purchase Order or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract for at least four years. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
4. **CONFLICT OF INTEREST AND PROCUREMENT ETHICS:** The Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, U.C.A., 1953, as amended. Further, Contractor certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U.C.A., 1953, as amended, to any officer or employee of the State of Utah to secure favorable treatment with respect to being awarded this Purchase Order.
5. **INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
6. **INDEMNITY:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
7. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973; or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Contractor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
8. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
9. **CANCELLATION OR REVISION:** This Purchase Order may be changed, revised or canceled only by the Division of Purchasing giving written notice to the Contractor.
10. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
11. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
12. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is **E33399**. The tangible

personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless sales tax is included as a separate line item on this purchase order.

**13. WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**14. PUBLIC INFORMATION:** Contractor agrees that the Purchase Order will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the Purchase Order and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

**15. DELIVERY:** Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. Also, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. **UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER.** Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

**16. PRICING AND INVOICING:** Prices to be paid for item(s) ordered are the prices listed on this Purchase Order, which include all shipping and delivery charges, unless otherwise described on this order. **CONTRACTOR WILL, AFTER DELIVERY, PROMPTLY SUBMIT A CORRECT INVOICE (WITHIN 30 DAYS OF SHIPMENT OR DELIVERY OF SERVICES) TO THE ORDERING AGENCY.** Contractor agrees that the state has a right to adjust or return any invoice that reflects incorrect pricing. The Purchase Order number shall be listed on all invoices, freight tickets, and correspondence relating to the Purchase Order. Unless otherwise specified, payment terms shall be Net 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. Where prompt payment discounts apply, the period for computing a discount shall begin on the date a correct invoice, including any adjustment for damage or incomplete shipment, is received by the state. Discount will be taken on the total amount of the invoice. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

**17. PATENTS, COPYRIGHTS, ETC.:** The Contractor shall release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**18. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the Contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this Contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Contract; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

**19. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**20. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and expressly approved in writing by the State Director of Purchasing. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions, if applicable.

(Revision date: 2 Feb 2006)

## UDOT Request for Quotation

<input type="text"/>		<input type="text"/>	
Company Name	<input type="text"/>	Federal Tax Identification Number	
Ordering Address	<input type="text"/>	<input type="text"/>	<input type="text"/>
Remittance Address (if different from ordering address)	<input type="text"/>	City	State
Contact Name	<input type="text"/>	<input type="text"/>	Zip Code
e-mail Address	<input type="text"/>	City	State
Business Type (Check all that apply)	<input type="text"/>	<input type="text"/>	Zip Code
<input type="checkbox"/> For Profit Corporation	<input type="checkbox"/> Non Profit Corporation	<input type="checkbox"/> Limited Liability Corp.	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Partnership	<input type="checkbox"/> Gov't. Agency	<input type="checkbox"/> Women-owned Business	<input type="checkbox"/> Minority-owned Business
<input type="checkbox"/> Utah Business (Main HQ)	<input type="text"/>		
Days Required for Delivery After Receipt of Order			
Explain Discount Terms in the space provide below:			
(Discount offers valid for less than 30 days will not be considered.)			
<input type="text"/>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured or performed in Utah.		<input type="checkbox"/> Yes	
		<input type="checkbox"/> No	
<input type="text"/>		<input type="text"/>	
Authorized Offeror's Signature (above)		Date (above)	
<input type="text"/>		<input type="text"/>	
Please Type or Print Full Name		Position or Title	

**UDOT REQUEST FOR QUOTATION – INSTRUCTIONS AND GENERAL PROVISIONS**

**1. SUBMITTING THE QUOTATION:** (a) The Utah Division of Purchasing and General Services (DIVISION) and Utah Department of Transportation (DEPARTMENT) prefer that quotes be submitted electronically. Electronic quotes may be submitted through a secure mailbox at RFP Depot, LLC ([www.rfpdepot.com](http://www.rfpdepot.com)) until the date and time as indicated in this solicitation. It is the sole responsibility of the supplier to ensure their quote reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic quotes via RFP Depot, LLC. (b) If the supplier chooses to submit the quote directly to the DEPARTMENT in writing: The quote must be signed in ink and delivered to the Utah Department of Transportation, Attn: Procurement/Time Sensitive, 4501 South 2700 West, Box 148260, Second Floor, Salt Lake City, UT 84114-8260 or faxed to (801) 965-4073 (or (801) 965-3813 if to the warehouse) by the due date and time. The "Solicitation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item quoted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. Unit price will govern, if there is an error in the extension. (c) The DEPARTMENT will consider faxed quotes. Faxed quotes are submitted at the sole option and risk of the supplier. Access to the DEPARTMENT fax machine is on a "first come, first served" basis and the DEPARTMENT does not guarantee the supplier's access to the machine at any particular time. If e-mailed quotes will be accepted, the recipient's e-mail address will be provided in the solicitation documentation.

**2. QUOTATION PREPARATION:** (a) Delivery time is critical and must be adhered to as specified with no exceptions. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DEPARTMENT. If the supplier lists a trade name and/or catalog number in the bid, the DEPARTMENT will assume the item meets the specifications unless the quote clearly states it is an alternate and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the quotation, the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This quote may not be withdrawn for a period of 60 days from quote due date. (e) Incomplete quotes may be rejected.

**3. FREIGHT COST:** (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DEPARTMENT will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written and/or electronically generated addendum only. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their quote that they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by

completing the "Confidentiality Claim Form" located at <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DEPARTMENT and may be returned only at the DEPARTMENT's option. Quotes submitted may be reviewed and evaluated by any persons at the discretion of the DEPARTMENT.

**6. SAMPLES:** Samples of item(s) specified in the RFQ, when required by DEPARTMENT, must be furnished free of charge to DEPARTMENT. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the supplier's expense.

**7. AWARD OF CONTRACT:** (a) This is an informal quotation that will not be read at a public opening; however, the information may be publicly reviewed after award. To obtain a copy of the tabulation and award information, please go to <http://www.purchasing.utah.gov/BidProcessing/BidTabulations.asp>. (b) The contract will be awarded with reasonable promptness by written notice to the lowest responsible supplier that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The DEPARTMENT may accept any item or group of items, or overall low quote. (d) The DEPARTMENT has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DEPARTMENT can reject any and all quotes or waive any informality or technicality in any quote received, if the DEPARTMENT believes it would serve the best interest of the State. (f) Before, or after, the award of a contract and/or purchase order the DEPARTMENT has the right to inspect the supplier's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law that will be applied against suppliers quoting products or services produced in states that discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (i) Multiple contracts and/or purchase orders may be awarded if the DEPARTMENT determines it would be in its best interest.

**8. DEPARTMENT APPROVAL:** Purchase Orders placed, or contracts written, with the State of Utah as a result of this RFQ will not be legally binding without the appropriate signature of the DEPARTMENT and/or DIVISION.

**9. DEBARMENT:** The supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract and/or purchase order) by any governmental department or agency. If the supplier cannot certify this statement, attach a written explanation for review by the DEPARTMENT.

**10. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The supplier is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages suppliers to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**11. GOVERNING LAWS AND REGULATIONS:** All DIVISION/DEPARTMENT purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at <http://www.purchasing.utah.gov>.

(Revision: 25 April 2006 – UDOT-Specific RFQ Instructions)

# STATE OF UTAH



## **SOLICITATION NO. DOT8607DWB**

Sponsor-A-Highway

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RESPONSES ARE DUE PRIOR TO:

Jan 30, 2008 11:00:00 AM MST

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

[www.rfpdepot.com](http://www.rfpdepot.com)

RESPONSES MAY BE MAILED OR DELIVERED TO:

Utah Department of Transportation  
Attn: Procurement/Time Sensitive  
4501 South 2700 West  
Box 148260  
Second Floor  
Salt Lake City UT 84114-8260

or fax to (801) 965-4073 (or (801) 965-4818 if to the warehouse)

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**REQUEST FOR PROPOSAL**  
***SPONSOR-A-HIGHWAY***  
**Solicitation # DOT8607DWB**

**PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this request for proposal is to enter into a contract with a qualified organization, henceforth known as the Contractor, to maintain debris and litter control along sponsored roadside segments. The Sponsor-a-Highway Program will supplement the existing Adopt-A-Highway Program. Private companies may sponsor the Contractor to maintain one to two-mile segments of eligible roadway. The Contractor will install a standard sign, to be determined by UDOT, along each sponsored roadway segment with the corresponding sponsor's logo attached to the sign. It is anticipated that this RFP will result in a no-cost-to-the-state contract award to a single contractor.

This RFP is designed to provide offerors with sufficient information to submit proposals that meet minimum requirements, but is not intended to limit a proposal's content or exclude any relevant data. Offerors are encouraged to expand upon the specifications to evidence service capability under any agreement.

**BACKGROUND**

Some state highways are not considered safe areas for volunteers to maintain debris and litter control due to their location, traffic volume, or speed limit. Those areas, most of which are in heavily traveled urban areas, continue to be a problem because of the amount of litter and debris visible along the roadside. The Sponsor-A-Highway Program was created to address this issue by utilizing experienced and trained personnel to work where volunteers cannot.

UDOT's highest priority strategic goal is "taking care of what we have". In an effort to achieve that goal, UDOT has developed the Maintenance Management Quality Assurance Plus Program (MMQA+). As part of the MMQA+ Program, litter is defined as foreign tangible objects, fist-size or larger, that are visible as one walks along the pavement edge. Litter includes but is not limited to illegal signs, dead animals, tires, filters and drink containers. Debris is defined as any foreign tangible object that may pose a threat to vehicular traffic. The Contractor will only be responsible for debris that can be safely retrieved from the shoulder or roadside. Debris located inside travel lanes will continue to be cleared by Utah Highway Patrol.

The MMQA+ Program also offers a standard grading system for Litter Pickup. The desired condition is defined as no litter, fist-size or larger, visible from the edge of the roadway. The following table demonstrates the grade calculations as a ratio of litter pieces per tenth of a mile. A minimum B grade will be the goal on all sponsored roadway segments. If a B grade cannot be maintained with the minimum once per month litter pickup frequency, UDOT may request an increase in that frequency.

**Table 1 – MMQA+ Litter Pickup Grading Scale**

Pieces per 0.1 Mile			Grade
0	To	16	A+
17	To	33	A
34	To	49	A-
50	To	66	B+

Pieces per 0.1 Mile			Grade
67	To	83	B
84	To	99	B-
100	To	116	C+
117	To	133	C

### **ISSUING OFFICE AND RFP REFERENCE NUMBER**

The State of Utah Department of Transportation is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # DOT8607DWB. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### **SUBMITTING YOUR PROPOSAL**

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your proposal is electronically through RFP Depot. However, if you choose to submit hard copies, one original and five identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, P.O. Box 141061, Salt Lake City, Utah 84114-1061.

**Electronic proposals may require the uploading of electronic attachments. RFP Depot's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents is prohibited. All documents should be attached as separate file.**

The preferred format of submitted documents is Adobe PDF<sup>®</sup> format. Electronic files in Microsoft Word<sup>®</sup>, Excel<sup>®</sup>, or PowerPoint<sup>®</sup> format are also acceptable.

### **LENGTH OF CONTRACT**

The contract resulting from this RFP will be for a period of two (2) years.

The contract may be extended beyond the original contract period for year-to-year for up to five (5) additional years at the State's discretion and by mutual agreement.

### **PRICE GUARANTEE PERIOD**

Since the contemplated contract is at no cost to the state, price guarantee provisions do not apply.

### **STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions (see attached).

### **QUESTIONS**

All questions must be submitted through RFP Depot. Answers will be given via the RFP Depot site. Questions received after (please refer to RFP depot bid # DOT8607DWB) may not be answered.

### **DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

### **PROTECTED INFORMATION**

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

The following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

\* \* \* \* \*

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ....

1. GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public

financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form, which may be accessed at:

<http://www.purchasing.utah.gov/main/Contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

### **DETAILED SCOPE OF WORK**

The Sponsor-A-Highway Program will be limited to limited-access highways. The roadways that will be available for possible sponsorship will include: I-15, I-80, I-215, SR-67, SR-154, SR-201 and US-40. UDOT reserves the right to alter the list of eligible roadways as needs determine. The duration of the project will be two years, renewable for up to five one-year increments based upon a review of previous performance and satisfaction of UDOT for services rendered. The Contractor shall furnish all necessary personnel, supplies, equipment, and service to accomplish the debris and litter control set forth in the Request for Proposals. The Contractor shall recruit businesses to sponsor one to two-mile sections of highways. The Contractor will negotiate and manage the fee that sponsors will be charged to support a roadway segment. The Contractor will remove litter and debris from these sections of highways at the minimum frequency of once per month. UDOT may request an increase in this minimum frequency if a minimum B grade cannot be maintained along sponsored segments.

**Table 2 – Sponsor-A-Highway Eligible Roadway Segments**

Route	County	From		To		Average Annual Daily Traffic (2006)
		Milepost	Description	Milepost	Description	
<b>I-15</b>	Washington	4.6	Bloomington Interchange	16.00	I-15 @ SR-9	42,145
<b>I-15</b>	Utah	241.5	Juab-Utah County Line	285.9	Salt Lake-Utah County Line	135,680
<b>I-15</b>	Salt Lake	285.9	Utah-Salt Lake County Line	312.3	Davis-Salt Lake County Line	248,945
<b>I-15</b>	Davis	312.3	Salt Lake-Davis County Line	337.7	Weber-Davis County Line	142,365
<b>I-15</b>	Weber	337.7	Davis-Weber County Line	351.4	Box Elder-Weber County Line	84,540
<b>I-80</b>	Tooele	98	I-80 @ SR-36	101.4	Salt Lake-Tooele County Line	27,530
<b>I-80</b>	Salt Lake	101.4	Tooele-Salt Lake County Line	139.0	Summit-Salt Lake County Line	58,025
<b>I-80</b>	Summit	139.0	Salt Lake-Summit	150.7	I-80 @ Silver Creek	44,375

Route	County	From		To		Average Annual Daily Traffic (2006)
		Milepost	Description	Milepost	Description	
			County Line		Junction	
<b>I-215</b>	Salt Lake	0.0	I-215 @ I-80	26.9	Davis-Salt Lake County Line	94,695
<b>I-215</b>	Davis	26.9	Salt Lake-Davis County Line	28.9	I-215 @ I-15	51,680
<b>SR-67 (Legacy Highway)</b>	Davis	0.0	Legacy @ I-15	13.6	Legacy @ I-215	New parkway – no AADT established
<b>SR-154 (Bangerter Highway)</b>	Salt Lake	0.0	SR-154 @ Frontage Rd via 13800 South	24.3	South end of Canal Structure North of I-80	54,515
<b>SR-201</b>	Salt Lake	0.0	SR-201 @ I-80	16.7	SR-201 @ 900 West	82,395
<b>US-40</b>	Summit	0.0	Silver Creek Junction	6.09	Wasatch-Summit County Line	24,275

Utah traffic statistics for 2006 may be found at

<http://www.udot.utah.gov/main/f?p=100:pg:1110548325791274100:::V,T:,1852>

Additional locations may become available during the term of this contract. The Department will offer such additional locations to the contractor for inclusion in the contract. If the contractor elects not to add such locations, UDOT reserves the right to contract for similar services from another organization. Contractor shall not be barred from tendering proposals for such work.

If an Agreement is entered into as a result of this RFP, it will be at no cost to the Department. The contractor will be required to install and maintain signs. The design of the signs will be stipulated by UDOT and the content will be restricted to the sponsorship name according to the Manual on Uniform Traffic Control Devices (MUTCD) Standards. The Department will have final approval on sign installation locations. (See MUTCD Section 2A.06 Design of Signs and FHWA Policy Memorandum dated August 10, 2005 on Optional Use of Acknowledgement Signs on Highway Rights-of-Way at [http://mutcd.fhwa.dot.gov/res-mem\\_ack.htm](http://mutcd.fhwa.dot.gov/res-mem_ack.htm))

The contractor will submit a roster of personnel, identified by primary job responsibility. They will also submit a traffic control plan, conforming to MUTCD Standards. (See MUTCD Chapter 6). The Contractor will hold the Department harmless and will be required to maintain adequate insurance during the life of the Agreement.

Services Required: Services include but are not limited to the following:

The contractor must demonstrate experience, knowledge, skills, and abilities in the following areas:

- Litter removal on limited-access highways
- Sufficient manpower and equipment to perform the debris and litter control required by the department
- Marketing of the program to ensure maximum participation in the program and consistent litter removal

The Contractor will be required to wear appropriate personal protective equipment (PPE) and follow work zone safety standards as stipulated by the MUTCD.

UDOT will determine the design of the standard signs to be installed by the Contractor. An example of what the sign dimensions are expected to be is shown below. The actual wording is subject to change. A space of 20"x56" is expected to be available for sponsorship recognition.



The contractor shall submit the proposed field location of each sign to be installed under this agreement to the Region Traffic Engineer for approval prior to installation. Installation of the signs shall be according to UDOT standards and specifications.

All signs installed under this contract shall remain the property and sole responsibility of the Contractor.

The Contractor shall remove all signs and obliterate all installation locations at the termination of this contract unless directed otherwise by UDOT.

### **PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

Proposals will contain the following items:

#### **Key Personnel Resumes**

- Name & Title
- Project Assignment
- Name of Contractor associated with
- Years of experience: with current contractor, with other contractors
- Education: Degree(s)/Years/Specialization
- Active registrations/certificates
- Other experiences and qualifications relevant to the proposed project

Organization Experience - Limited to one (1) project per page on one (1) side of a sheet of paper.

Include the following information:

- Project Name & Location
- Description

- Owner Name & Address
- Project extent, cost, value or other measure
- Indicate Prime or Sub-Contractor

References: Provide a list of References who have personal knowledge of previous performance. Include verified addresses & phone numbers, contact persons and a brief description of services that have been provided similar to those described by UDOT for this project.

No promotional materials or brochures are to be included as part of the Request for Proposals package.

## **PROPOSAL RESPONSE FORMAT**

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information in 10-15 pages:
  - A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
  - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.

## **PROPOSAL EVALUATION CRITERIA**

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
35 %	Demonstrated ability to meet the scope of work
30 %	Demonstrated technical capability (proven track record), etc.
15 %	Qualification and expertise of staff proposed for this project.
20 %	Performance references for similar projects.

**TITLE OF PROJECT AND SOLICITATION # DOT8607DWB  
RFP EVALUATION SCORESHEET**

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

**Firm Name:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

		Score (0-5)	Weight	Points
1. Demonstrated Ability to meet scope of work (35 points possible)		----	----	----
• Ability to Meet Scope	5 points possible		X 4	
• Traffic Control Plan	5 points possible		X 3	
2. Demonstrated Technical Capability (30 points possible)		----	----	----
• Litter Removal Plan	5 points possible		X 2	
• Sufficient Manpower and Equipment	5 points possible		X 2	
• Marketing Plan to ensure participation	5 points possible		X 2	
3. Qualification and Expertise of Staff (15 points possible)		----	----	----
• Key Personnel Resumes	5 points possible		X 3	
4. Performance References for Similar Projects (20 points possible)				
• Three References for Similar Projects	5 points possible		X 4	
TOTAL EVALUATION POINTS	(100 points possible)		Total	



**ATTACHEMENT I:****SPECIAL TERMS AND CONDITIONS:**

1. **Non-Compete Clause:** The contractor represents its officers and employees are free to contract with STATE and are not subject to restrictions by the terms of their present or past employment, including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. CONTRACTOR must disclose to the STATE any possible conflicts; in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. STATE may elect to terminate a contract immediately with a CONTRACTOR who is subsequently determined to be subject to such restrictions without liability to the STATE. If the STATE elects to terminate a contract for this reason, the STATE will supersede paragraph # 12 in Attachment A – Standard Terms and Conditions and will not provide 30 day prior notice to the Contractor.
2. **Progress Reports:** The CONTRACTOR will submit semi-annually progress reports in sufficient detail to document progress of work. Minimally the progress reports shall identify future sponsorship and current sponsorship by roadway and mile post, detail the effectiveness of the current marketing plan with any anticipated changes, and outline a maintenance schedule report that will identify the week that each sponsored segment will be maintained.
3. **Responsibility for Wages:** The CONTRACTOR is responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.
4. **Applicable Federal, State and Local Regulations:**

It is the responsibility of the CONTRACTOR and any SUB- CONTRACTOR(s) to know and understand State and Federal contracting and project regulations, rules, policies and procedures. The CONTRACTOR and SUB-CONTRACTOR(s) shall conform to all State and Federal requirements.

Each Contractor involved accepts all liability, financial or otherwise, in connection with their contract and is responsible for any and all damages or claims that may arise because of interference, hindrance, delay or any other loss caused to other contractors working within the limits of the same work area, or to the STATE.

5. **Insurance:**

The Department reserves the right to require the CONTRACTOR and any SUB-CONTRACTORS(s) selected to meet certain insurance requirements. These requirements may change throughout the contract period according to the need and direction of the STATE. It is the responsibility of the CONTRACTOR to meet the insurance requirements.

The CONTRACTOR shall provide evidence of insurance of the following types and limits prior to the time the contract is signed:

A. Workers' Compensation Insurance

1. Provide Workers' Compensation Insurance to cover full liability. As a minimum, comply with

the statutory limits defined by the State of Utah.

B. General Liability Insurance

1. Provide General Liability insurance with the following minimum limits of liability:
  - a. \$1,000,000 Bodily Injury and Property Damage – Each Accident
  - b. \$1,000,000 General Aggregate

C. Automobile Liability Insurance

1. Provide Automobile Liability Insurance for claims arising from the ownership, maintenance, or use of motor vehicles involved in project work with the following minimum limits:
  - a. \$1,000,000 Combined single Limit Bodily Injury and Property Damage per Occurrence.

6. **Maintenance, Schedule, Delays and Extension:** To insure areas are cleaned properly the CONTRACTOR will adhere to the maintenance schedule. The CONTRACTOR agrees to proceed with the performance of this contract continually and diligently in accordance with the agreed upon maintenance schedule. Failure to comply with the maintenance schedule constitutes adequate justification for contract termination. The STATE may allow an extension of time beyond the agreed maintenance schedule, but by doing so does not waive any of its rights under the contract to secure full and complete contract performance.
7. **Assignment of Contract:** The CONTRACTOR shall not sublet, assign or transfer any part of this contract without prior written approval from STATE.
8. **Notification:** Notice given under this contract shall be written, or sent by facsimile or other electronic means. Written notice shall be sent by registered or certified mail, postage prepaid, returns receipt requested, or by any other overnight delivery service which deliveries to the notice destination and provides proof of delivery to the sender. Facsimile or other electronic notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

If to Contractor:

If to State:

Lynn Bernhard, Maintenance Methods Engineer  
Box 148250  
4501 South 2700 West  
Salt Lake City, UT 84114-8250  
(801) 964-4597  
(801) 965-4769 Fax

9. **Confidential Information:** To the extent work under this contract requires the CONTRACTOR may be given access to confidential or proprietary business, technical, or financial information belonging to the STATE. The CONTRACTOR shall, after receipt thereof, treat such information as confidential. Both parties shall maintain, as confidential, and shall not disclose to any person outside its employ, nor use for purpose other than performance of this contract, any specification, drawings, blueprints, data, business information, or other confidential information which is learned by virtue of this contract, except where required by law. CONTRACTOR agrees not to appropriate such information to their use or disclose such information to other parties unless specifically authorized by the STATE in writing. Upon expiration of this contract, both parties shall promptly return all confidential material and copies to the other party. The foregoing obligations, however, shall not apply to:

- A. Information, which at the time of receipt by the CONTRACTOR, is in public domain.
  - B. Information, which is published after receipt by the CONTRACTOR, or otherwise, becomes part of the public domain through no fault of the CONTRACTOR.
  - C. Information, which the CONTRACTOR can demonstrate was already in its possession at the time of receipt, and was not acquired directly or indirectly from the STATE.
  - D. Information, which the CONTRACTOR can demonstrate was received from a third party who did not require the CONTRACTOR to hold such information in confidence.
10. **Quality of Service:** CONTRACTOR represents to STATE that it is experienced in and thoroughly familiar with all aspects of the services required hereunder and is properly qualified as applicable and is equipped, organized, and financially able to perform the services.
11. **Indemnity:** The CONTRACTOR agrees to defend, indemnify, protect and hold the STATE OF UTAH and its agents, officers, contractors, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of CONTRACTOR, its agents, officers, or employees, in performing the work or services set forth in this agreement, and all expenses of investigating and defending against same, provided, however, the CONTRACTOR's duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of the STATE, its agents, officers, contractors or employees.
12. **Failure to Complete:** At any time the CONTRACTOR determines the contract work cannot be completed within the specified time, the CONTRACTOR must notify STATE in writing, immediately. The STATE may, at its sole discretion, extend the contract written modification.
13. **Non-Performance:** If at any time the CONTRACTOR fails to demonstrate the required expertise (as represented in the CONTRACTOR's proposal/bid) or fails to meet acceptable standards of performance, the STATE reserves the right to require the CONTRACTOR to replace individual(s) with a competent individual(s). The STATE's representative must approve this replacement. If the CONTRACTOR fails to accomplish project objectives or meet schedule commitments established in meeting with the STATE's Project Manager, this contract may be canceled immediately. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph twelve in Attachment A- Standard Terms and Conditions, and will not be required to provide thirty (30) days prior notice to the CONTRACTOR.
14. **Termination:** The occurrence of any of the following constitutes a breach of contract unless corrected by CONTRACTOR within two (2) weeks:
- A. CONTRACTOR failure to perform services and/or deliver product on time.
  - B. Services performed and/or products delivered by CONTRACTOR do not conform to the terms set forth in this contract.